

1888-011  
Lee Co.

Chancery Causes: John C. Carroll vs. A. D. Robbins &c

Bailey, Pennington, Creech, Lanningham

CA-Contract Dispute  
T-Property  
Churches



To The Hon. H. S. K. Morrison, Judge of the  
Circuit Court for New County, Va.

Humbly complaining your orator,  
John C. Carol, a citizen of the County  
and State aforesaid, would respectfully  
represent unto your honor that the "Meth-  
odist-Episcopal Church" in the Crab  
Orchard at "Robbins Chappel" and an  
association of individuals, recognized  
by the constitution and laws of Va. as  
a body capable of taking and holding  
land, through and by her regularly ap-  
pointed and constituted trustees, is  
the owner of a certain lot or parcel  
of land lying and being in said County and  
State in the Crab Orchard and in the  
Robbins neighborhood containing a-  
bout one acre more or less.

Your orator states that the legal  
title to said land is for the time being  
vested in A. D. Robbins, A. J. Bailey,  
Stephen H. Lemuck, John C. Penning-  
ton and Thomas Robbins as trustees,  
holding the same for the use and bene-  
fit of said church.

Your orator further states that on  
or about the day of 188 ,  
said church in proper form determin-  
ed to erect on said lot of land a



church house, and to accomplish that object, she, through her properly constituted authorities, appointed John T. Canningham, A. D. Robbins, Stephen H. Leitch, and ~~Frederick Robbins~~ a building committee with full power to solicit, take up, and collect subscriptions, to let the building of the said church to contract and to superintend the erection thereof.

Your orator further states that said building committee, pursuant to the trust committed them, did let the building of said church to contract to your orator at the price of \$175<sup>00</sup>; but before he had completed the same the said committee agreed with your orator that he should quit further work upon the same and that he should have \$150 for what was <sup>then</sup> done on said church house; and this \$150 the said committee paid your orator \$125<sup>00</sup> and your orator owes the residue, \$25<sup>00</sup>, is yet unpaid him and is still due and owing to him.

Your orator further states that after he had quit work upon said house and when said committee



had paid him the said \$125, it-claim-  
ed that-it- had paid out all it-had  
in its hands or could realize on  
said church house and that-it-had  
nothing in its hands with which  
to pay your orator the balance due  
him, and the members of said com-  
mittee likewise denied their joint  
or individual liability to your ora-  
tor for any part of his said claim.

Your orator is advised that the  
said lot of land and the house up-  
on it, in the hands of said trustees  
are liable in a court of equity  
to be applied to the payment of his  
said claim; but if mistaken in  
this then he is advised that the mem-  
bers of said building committee are  
liable to him for the amount of  
his said claim and to obtain re-  
lief in one or the other of these  
methods is the object of this bill.

The premises considered your orator  
prays that said trustees, to wit: A. J.  
Bailey, John W. Permington, A. S. Rob-  
bins, Stephen W. Leach and Thom-  
as Robbins, and the members of the  
said building committee, to wit:  
John T. Loringham, A. S. Robbins,



Stephen W. Eruch and ~~Francis~~ ~~Rob-~~  
time be made parties defendants to this  
bill of complaint - and they each be  
severally required to answer the same  
on oath as fully and particularly  
as if they had specially interrogated  
them; and that a decree on the  
hearing of this cause be entered in  
favor of same orator for his said  
claim of \$25<sup>00</sup> with interest thereon  
from the 1st day of Nov. 1886 till paid  
and the costs of this suit, and that  
said church house and lot be decreed  
to be sold (the rents and profits of the  
same not being sufficient to  
pay said claim, interest and costs  
of this suit in five years) to pay  
same orator's said claim; but if  
this can not be done, then the  
members of said building com-  
mittee be decreed to pay the same.

And same orator prays for all  
further and general relief as the  
nature of his cause may require.  
May spa - issue &c. And he swears  
ever pray &c

E. W. Pennington for  
plaintiff



E. M. P.

John L. Carroll

Q 4.00 paid  
S 3.00 "  
A 15.00 "

or } Bill in Cham -

A. D. Robbins & als

1888 Febry Bill of Exceute  
& Decree nisi

" Mr. Decree nisi Conf'd

& Cause set for hearing

" Apr. Decree final



John C. Carral Counsel-  
or  
A. J. Robinson et al. Deft- } In Chanc-

By consent of all parties, the defendants having paid the debt in the bill mentioned and the costs <sup>in</sup> this proceeding, it is ordered that this cause be stricken from the docket.

John L. Canal

vs } Same price

A. W. Robbins & Co.

Entered May  
" O.B. page 45  
J. A. Hyatt & Co.

Enter this se -  
on April 3<sup>rd</sup> 1888.  
H. S. M. M.



**The Commonwealth of Virginia.**

**To The Sheriff Of Lee County Greeting:**

We Command You to Summon

*A. J. Bailey*

*John C. Pennington, A. D. Robbins*

*Stephen W. Creech Thomas Robbins*

*and John S. Lunningham*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in *February* next, being rule day to answer a bill in Chancery exhibited in our said Court

against

*them* by

*John C. Carroll*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *31st* day of *January* 1888, in the 11<sup>2</sup> year of the Commonwealth.

*J. A. G. Hyatt* Clerk.

*A Copy Teste*



E. W. P.

John C. Carroll

vs } Spain & Co

A. J. Bailey et al

Lo February Rules 1888

Executed by  
delivering and affixing  
copy of this subpoena  
to A. J. Bailey

John C. Pennington

A. D. Robbins

Stephen H. Creech

Thomas Robbins

and John T. Sanning

Beck. Aug 1888

R. D. Belamary & S

for S. H. C. C. C.

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